



Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name Illinois Commerce Commission		
Address 527 East Capital Avenue		
City, State, Zip Springfield, Illinois 62701		
Remittance Address (if different from above)		
City, State, Zip Illinois		
Telephone Number 217-782-9135	Fax Number 217-785-5231	FEIN/TIN 37-0975309
Brief Description of Service (full description specified in Part 5) The Illinois Commerce Commission has awarded a five (5) year contract to a vendor to survey rail and grade crossings with the State of Illinois. The contract was solicited in accordance with the Illinois Procurement Code and CMS Procurement Rules. The ICC will provide all information obtained in the contract to the Department in consideration for funding as outlined in Part 6.		
Total Compensation Amount \$939,643.50	Agreement Term From: Execution	To: December 31, 2011

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Steve Matrlsch

Steve Matrlsch, Transportation Counsel

Mary Stephenson-Schroeder 4/24/06
Mary Stephenson-Schroeder, General Counsel

Kenneth E. Hundrieser 11/09/06
Kenneth E. Hundrieser, State Purchasing Officer

Tim Anderson 11/14/06
Tim Anderson, Executive Director

FOR THE DEPARTMENT

Ellen Schanzle-Haskins
Ellen Schanzle-Haskins, Chief Counsel

(Approved as to form)

Ann L. Schneider
Ann L. Schneider, Director of Finance & Administration

Timothy W. Martin 12/11/06
Timothy W. Martin, Secretary of Transportation

ILLINOIS COMMERCE
COMMISSION
2007 MAR 23 P 3:28
ADMINISTRATIVE
SERVICES



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

FOR

RAIL AND GRADE CROSSING SURVEY

This Agreement is by and between

Illinois Commerce Commission

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

527 East Capital Avenue

Attn: Angie Oxley

E-Mail: aoxley@icc.illinois.gov

Springfield, Illinois 62701

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from execution to December 31, 2011.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

PART 2 GENERAL PROVISIONS

- A. **Changes.** If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.
- B. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- C. **Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.
- D. **Records Inspection.** The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. **Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of three years after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. **Subcontracting/Selection Procedures/Employment of Department Personnel.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3 FEDERALLY FUNDED AGREEMENTS

[Not applicable to this Agreement.]

PART 4 SPECIFIC PROVISIONS

- A. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
Budget & Fiscal Management
2300 South Dirksen Parkway, Rm. 317
Springfield, Illinois 62764
Attn: Barry Wright

- B. **Billing and Payment.** All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of

such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. **Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the PARTY may terminate the Agreement by giving thirty (30) days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. **Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. **Software.**

[Not applicable to this Agreement.]

F. **Confidentiality Clause.** Each Party to this agreement shall immediately notify the other Party of any request for any documents, data, records, or other information given to or prepared by either Party. Either Party shall consult with the other Party before the release of any documents, data, records, or other information given to or prepared by the Party pursuant to this Agreement.

G. **Reporting/Consultation.** GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

H. **Travel Expenses.** No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

PART 5

SCOPE OF SERVICE/RESPONSIBILITIES

In accordance with applicable rules and law, the GOVERNMENTAL BODY agrees to enter into a contract with a vendor to update information previously collected for the Statewide Crossing Inventory. The GOVERNMENTAL BODY shall furnish the DEPARTMENT with a copy of such contract between the GOVERNMENTAL BODY and the vendor within thirty (30) days of execution of this agreement. Such services will be for a five-year period and during each year, the vendor will survey up to approximately one-fifth of all public at-grade crossings, ground photos, aerial photos, location sketches and GPS Coordinates for new grade crossings, as well as all grade crossings where warning device(s) have been changed within the previous five years. This project will identify, verify, measure, photograph and compile data on public highway/rail grade crossings in the State of Illinois. The GOVERNMENTAL BODY will provide the DEPARTMENT access to all data. Copies of all photographs shall be provided to the DEPARTMENT'S Office of Programming & Planning annually. The DEPARTMENT shall be notified in advance of any proposed amendments to the contract between the GOVERNMENTAL BODY and the vendor.

PART 6
COMPENSATION FOR SERVICES

The total amount of the compensation to be paid to the vendor selected by the Governmental Body shall be \$1,879,287.00. The GOVERNMENTAL BODY and the DEPARTMENT agree that each shall pay one half of the total amount of compensation. The GOVERNMENTAL BODY will be responsible for making all payments to the vendor.

In consideration for the services provided in accordance with Part 5, Scope of Services/Responsibilities, of this Agreement, the DEPARTMENT shall compensate GOVERNMENTAL BODY in an amount not to exceed \$939,643.50 on the following payment schedule, after receipt of invoice:

Before June 30, 2007	\$257,398.50
Before June 30, 2008	\$148,832.50
Before June 30, 2009	\$152,260.00
Before June 30, 2010	\$171,094.50
Before June 30, 2011	\$210,058.00
TOTAL	\$939,643.50